

Zoning Amendment Application

RECEIVED



Department of Planning, Building and Development
Room 166, Noel C. Taylor Municipal Building
215 Church Avenue, S.W.
Roanoke, Virginia 24011
Phone: (540) 853-1730 Fax: (540) 853-1230

SEP 18 2015

CITY OF ROANOKE
PLANNING BUILDING & DEVELOPMENT

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Date: September 18, 2015

Submittal Number: Amended Application No. 1

Request (select all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Rezoning, Not Otherwise Listed | <input type="checkbox"/> Amendment of Proffered Conditions |
| <input checked="" type="checkbox"/> Rezoning, Conditional | <input type="checkbox"/> Amendment of Planned Unit Development Plan |
| <input type="checkbox"/> Rezoning to Planned Unit Development | <input type="checkbox"/> Amendment of Comprehensive Sign Overlay District |
| <input type="checkbox"/> Establishment of Comprehensive Sign Overlay District | |

Property Information:

Address: 3302 Franklin Road, Roanoke, Virginia 24014

Official Tax No(s): 1300121

Existing Base Zoning:

(If multiple zones, please manually enter all districts.)

R-12, Residential Single-Family

☐ With Conditions

☒ Without Conditions

Ordinance No(s). for Existing Conditions (If applicable):

Requested Zoning: MX, Mixed Use

☒ With Conditions

☐ Without Conditions

Proposed
Land Use:

Parking for Tax Parcels 1300120 & 1300116

Property Owner Information:

Name: Franklin Road Properties, LLC

Phone Number: +1 (540) 344-6770

Address: 3320 Franklin Road, Roanoke, VA 24014

E-Mail: scottstrelow@aol.com


Property Owner's Signature:

Applicant Information (If different from owner):

Name:

Phone Number:

Address:

E-Mail:

Applicant's Signature:

Authorized Agent Information (If applicable):

Name: Maryellen F. Goodlatte, Esq.

Phone Number: +1 (540) 224-8000

Address: Glenn Feldmann, et al., P. O. Box 2887, Roanoke, VA 24001-2887

E-Mail: mgoodlatte@glennfeldmann.com


Authorized Agent's Signature:

Zoning Amendment Application Checklist



The following must be submitted for all applications:

- ☒ Completed application form and checklist.
- ☒ Written narrative explaining the reason for the request.
- ☐ Metes and bounds description, if applicable.
- ☒ Filing fee.

For a rezoning not otherwise listed, the following must also be submitted:

- ☐ Concept plan meeting the Application Requirements of item '2(c)' in Zoning Amendment Procedures.

For a conditional rezoning, the following must also be submitted:

- ☒ Written proffers. See the City's Guide to Proffered Conditions.
- ☒ Concept plan meeting the Application Requirements of item '2(c)' in Zoning Amendment Procedures. Please label as 'development plan' if proffered.

For a planned unit development, the following must also be submitted:

- ☐ Development plan meeting the requirements of Section 36.2-326 of the City's Zoning Ordinance.

For a comprehensive sign overlay district, the following must be submitted:

- ☐ Comprehensive signage plan meeting the requirements of Section 36.2-336(d)(2) of the City's Zoning Ordinance.

For an amendment of proffered conditions, the following must also be submitted:

- ☐ Amended development or concept plan meeting the Application Requirements of item '2(c)' in Zoning Amendment Procedures, if applicable.
- ☐ Written proffers to be amended. See the City's Guide to Proffered Conditions.
- ☐ Copy of previously adopted Ordinance.

For a planned unit development amendment, the following must also be submitted:

- ☐ Amended development plan meeting the requirements of Section 36.2-326 of the City's Zoning Ordinance.
- ☐ Copy of previously adopted Ordinance.

For a comprehensive sign overlay amendment, the following must also be submitted:

- ☐ Amended comprehensive signage plan meeting the requirements of Section 36.2-336(d) of the City's Zoning Ordinance.
- ☐ Copy of previously adopted Ordinance.

For a proposal that requires a traffic impact study be submitted to the City, the following must also be submitted:

- ☐ A Traffic Impact Study in compliance with Appendix B-2(e) of the City's Zoning Ordinance.

For a proposal that requires a traffic impact analysis be submitted to VDOT, the following must also be submitted:

- ☐ Cover sheet.
- ☐ Traffic impact analysis.
- ☐ Concept plan.
- ☐ Proffered conditions, if applicable.
- ☐ Required fee.

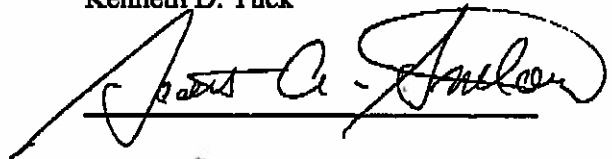
*An electronic copy of this application and checklist can be found at www.roanokeva.gov/pbd by selecting 'Planning Commission' under 'Boards and Commissions'. A complete packet must be submitted each time an application is amended, unless otherwise specified by staff.

August 25, 2015

We are the sole managers of Franklin Road Properties, LLC (the "Company"). This is to confirm that Scott A. Strelow, as Manager, is authorized to execute such documents as may be necessary or desirable to seek the rezoning of property owned by the Company in the City of Roanoke, Virginia. A true copy of the operating agreement of the Company is attached hereto.

A handwritten signature in black ink, appearing to read "Kenneth D. Tuck", written over a horizontal line.

Kenneth D. Tuck

A handwritten signature in black ink, appearing to read "Scott A. Strelow", written over a horizontal line.

Scott A. Strelow

**OPERATING AGREEMENT
OF
FRANKLIN ROAD PROPERTIES, LLC**

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THIS OPERATING AGREEMENT, dated as of December 19, 2011, by and among the undersigned parties, who by their execution of this Operating Agreement have become members of FRANKLIN ROAD PROPERTIES, LLC, a Virginia limited liability company (the "Company"), provides as follows:

RECITALS:

The Company was organized as a limited liability company under the laws of the Commonwealth of Virginia on December 19, 2011. The undersigned parties wish to enter into this Operating Agreement in order to set forth the terms and conditions on which the management, business and financial affairs of the Company shall be conducted.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS

1.01 **Definitions.** The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

(a) "Act" shall mean the Virginia Limited Liability Company Act, Virginia Code Ann. §13.1-1000 et seq., as amended and in force from time to time.

(b) "Articles" shall mean the articles of organization of the Company, as amended and in force from time to time.

(c) "Capital Account" shall mean as of any given date the amount calculated and maintained by the Company for each Member as provided in Section 6.04 hereof.

(d) "Capital Contribution" shall mean any contribution to the capital of the Company by a Member in cash, property or services, or a binding obligation to contribute cash, property or services, whenever made.

(e) "Code" shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.

- (f) **"Company"** shall refer to Franklin Road Properties, LLC.
- (g) **"Entity"** shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or other association.
- (h) **"Initial Capital Contribution"** shall mean the initial contribution to the capital of the Company by a Member, as determined pursuant to Section 6.01 hereof.
- (i) **"Manager"** shall mean a manager of the Company, whose rights, powers and duties are specified in Article V hereof.
- (j) **"Member"** shall mean each Person that is identified as an initial Member in Article III hereof or is admitted as a Member (either as a transferee of a Membership Interest or as an additional Member) as provided in Article VIII hereof. A Person shall cease to be a Member at such time as he no longer owns any Membership Interest.
- (k) **"Membership Interest"** shall mean the ownership interest of a Member in the Company, which may be expressed as a percentage equal to such Member's Capital Account divided by the aggregate Capital Accounts of all Members. The Membership Interests may be recorded from time to time on a schedule attached to this Operating Agreement.
- (l) **"Operating Agreement"** shall mean this Operating Agreement, as originally executed and as amended from time to time.
- (m) **"Person"** shall mean any natural person or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so admits.

ARTICLE II

PURPOSE AND POWERS OF COMPANY

2.01 **Purpose.** The purposes of the Company shall be to:

(a) Acquire, own, buy, sell, invest in, trade, manage, finance, refinance, exchange, or otherwise dispose of stocks, securities, partnership interests, CDs, mutual funds, commodities, and any and all investments whatsoever, that the Manager(s) may from time to time deem to be in the best interests of the Company;

(b) Own, acquire, manage, develop, operate, buy, sell, exchange,

finance, refinance, and otherwise deal with real estate, personal property, and any type of business, as the Manager(s) may from time to time deem to be in the best interests of the Company; and

(c) Engage in such other activities as are related or incidental to the foregoing purposes.

2.02 Powers. The Company shall have all powers and rights of a limited liability company organized under the Act, to the extent such powers and rights are not proscribed by the Articles.

ARTICLE III

MEMBERSHIP INTERESTS AND PRINCIPAL OFFICE

3.01 Names and Membership Interests. The names, addresses, and Membership Interests of the Initial Members are as follows:

<u>Name and Address</u>	<u>Membership Interest</u>
Kenneth D. Tuck 3320 Franklin Road Roanoke, VA 24014	50%
Scott A. Strelow 3320 Franklin Road Roanoke, VA 24014	50%

3.02 Principal Office. The principal office of the Company shall initially be at 3320 Franklin Road, Roanoke, Virginia 24014. The principal office may be changed from time to time by the Manager(s).

ARTICLE IV

VOTING POWERS, MEETINGS OF MEMBERS

4.01 Voting Powers. The Members shall not be entitled to participate in the day-to-day affairs and management of the Company, but instead, the Members' right to vote or otherwise participate with respect to matters relating to the Company shall be limited to those matters as to which the express terms of the Act, the Articles or this Operating Agreement vest in the Members the right to so vote or otherwise participate.

4.02 Actions Requiring Approval of Members.

(a) Notwithstanding any other provision of this Operating Agreement;

the approval of the Members shall be required in order for any of the following actions to be taken on behalf of the Company:

(i) Amending the Articles or this Operating Agreement in any manner that materially alters the preferences, privileges or relative rights of the Members.

(ii) Electing the Manager(s) as provided in Article V hereof.

(iii) Taking any action which would make it impossible to carry on the ordinary business of the Company.

(iv) Confessing a judgment against the Company in excess of \$5,000.

(v) Filing or consenting to filing a petition for or against the Company under any federal or state bankruptcy, insolvency or reorganization act.

(vi) Loaning Company funds in excess of \$25,000 or for a term in excess of one year to any Member.

(b) Unless the express terms of this Operating Agreement specifically provide otherwise, the unanimous vote of the Members shall be necessary and sufficient in order to approve or consent to any of the matters set forth in Section 4.02(a) above or any other matters which require the approval or consent of the Members.

4.03 Action by Members. In exercising their rights as provided above, the Members shall act collectively through meetings and/or written consents as provided in this Article.

4.04 Annual Meeting. Unless waived by the Manager(s) or the Members, the annual meeting of the Members shall be held on the first Monday in December of each year at 10:00 am or at such other time as shall be determined by the Manager(s) for the purpose of the transaction of such business as may come properly before the meeting.

4.05 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Manager(s), and shall be called by the Manager(s) at the request of any two Members, or such lesser number of Members as are Members of the Company.

4.06 Place of Meeting. The place of any meeting of the Members shall be the principal office of the Company, unless another place, either within or outside the Commonwealth of Virginia, is designated by the Manager(s).

4.07 Notice of Meetings. Written notice stating the place, day and hour of any

meeting of the Members and, if a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the Manager(s), to each Member, unless the Act or the Articles require different notice.

4.08 Conduct of Meetings. All meetings of the Members shall be presided over by a chairperson of the meeting, who shall be a Manager, or a Member designated by the Manager(s). The chairperson of any meeting of the Members shall determine the order of business and the procedure at the meeting, including regulation of the manner of voting and the conduct of discussion, and shall appoint a secretary of such meeting to take minutes thereof.

4.09 Participation by Telephone or Similar Communications. Members may participate and hold a meeting by means of conference telephone or similar communications equipment by means of which all Members participating can hear and be heard, and such participation shall constitute attendance and presence in person at such meeting.

4.10 Waiver of Notice. When any notice of a meeting of the Members is required to be given, a waiver thereof in writing signed by a Member entitled to such notice, whether given before, at, or after the time of the meeting as stated in such notice, shall be equivalent to the proper giving of such notice.

4.11 Action by Written Consent. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if one or more written consents to such action are signed by the Members who are entitled to vote on the matter set forth in the consents and who constitute the requisite number or percentage of such Members necessary for adoption or approval of such matter on behalf of the Company. Such consent or consents shall be filed with the minutes of the meetings of the Members. Action taken under this Section shall be effective when the requisite Members have signed the consent or consents, unless the consent or consents specify a different effective date.

ARTICLE V

MANAGERS

5.01 Powers of Managers. Except as expressly provided otherwise in the Act, the Articles or this Operating Agreement, the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed by, one or more Manager(s). The powers so exercised shall include but not be limited to the following:

- (a) Entering into, making and performing contracts, deeds, leases, loan

agreements, mortgages, deeds of trust, security agreements and other undertakings binding the Company that may be necessary, appropriate or advisable in furtherance of the purposes of the Company.

(b) Opening and maintaining bank accounts, investment accounts and other arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements. Company funds shall not be commingled with funds from other sources and shall be used solely for the business of the Company.

(c) Collecting funds due to the Company.

(d) Acquiring, utilizing for the Company's purposes, maintaining and disposing of any assets of the Company.

(e) To the extent that funds of the Company are available therefor, paying debts and obligations of the Company.

(f) Borrowing money or otherwise committing the credit of the Company for Company activities, and voluntarily prepaying or extending any such borrowings.

(g) Employing from time to time persons, firms or corporations for the operation and management of various aspects of the Company's business, including, without limitation, managing agents, contractors, subcontractors, architects, engineers, laborers, suppliers, accountants and attorneys on such terms and for such compensation as the Manager(s) shall determine, notwithstanding the fact that the Manager(s) or any Member may have a financial interest in such firms or corporations.

(h) Making elections available to the Company under the Code.

(i) Registering the Company as a tax shelter with the Secretary of the Treasury and furnishing to such Secretary lists of investors in the Company, if required pursuant to applicable provisions of the Code.

(j) Obtaining general liability, property and other insurance for the Company, as the Manager(s) deem proper.

(k) Taking such actions as may be directed by the Members in furtherance of their approval of any matter set forth in Section 4.02 hereof.

(l) Doing and performing all such things and executing, acknowledging and delivering any and all such instruments as may be in furtherance of the Company's purposes and necessary and appropriate to the conduct of its business.

5.02 Election, Etc. of Managers.

(a) The Members hereby unanimously elect Kenneth D. Tuck and Scott A. Strelow, as the initial Managers of the Company, to serve until the first annual meeting of the Members or until their respective successors shall be duly elected and qualified.

(b) The Members shall elect one or more Persons as Managers at each annual meeting of the Company to serve until the next annual meeting of the Company or until their respective successors are duly elected and qualified. In the event that no annual meeting be held for one or more consecutive years, the Person(s) holding office as Manager(s) shall remain in office until removed or replaced as set forth herein. In addition, if any Person resigns or otherwise vacates the office of Manager, the Members shall elect a replacement Manager to serve the remaining term of such office, unless one or more other Persons then serve as Managers and the Members determine not to fill such vacancy. A Person may be removed as a Manager by the Members with or without cause at any time. A Manager may, but shall not be required to, be elected from among the Members. A Manager may be a natural person or an Entity. Notwithstanding any of the foregoing provisions, the rights of the Members to elect and remove Managers shall be subject to the restrictions set forth in Section 5.03 hereof.

5.03 Appointment of Managers. For so long as Kenneth D. Tuck and Scott A. Strelow (the "Founding Members") are Members and have not consented otherwise in writing, the Founding Members, or such Person(s) whom they designate by mutual agreement, shall be the sole and exclusive Managers of the Company. If either of the Founding Members ceases to be a Member, and the other Founding Member continues as a Member, the Founding Member who continues to be a Member, and his designee, if any, shall be the sole and exclusive Managers of the Company. At such time as all of the Founding Members have ceased to be Members, the Managers shall be elected according to the procedure set forth above Company. At such time as all of the Founding Members have ceased to be Members, the covenants contained in this Section shall terminate.

5.04 Action by Managers. Unless otherwise expressly provided by the Act, the Articles, or the terms of this Operating Agreement, the vote, approval or consent of a majority of the Managers, determined on a per capita basis, shall be necessary and sufficient for the Managers to take any action on behalf of the Company that the Managers are authorized to take pursuant to the Act, the Articles or this Operating Agreement.

5.05 Execution of Documents and Other Actions. The Managers may delegate to one or more of their number the authority to execute any documents or take any other actions deemed necessary or desirable in furtherance of any action that they have authorized on behalf of the Company as provided in Section 5.04 hereof.

5.06 Single Manager. If at any time there is only one Person serving as a Manager, such Manager shall be entitled to exercise all powers of the Managers set forth in this Section, and all references in this Section and otherwise in this Operating Agreement to "Managers" shall be deemed to refer to such single Manager.

5.07 Reliance by Other Persons. Any Person dealing with the Company, other than a Member, may rely on the authority of a particular Manager or Managers in taking any action in the name of the Company, if such Manager or Managers provide to such Person a copy of the applicable provision of this Operating Agreement and/or the resolution or written consent of the Managers or Members granting such authority, certified in writing by such Manager or Managers to be genuine and correct and not to have been revoked, superseded or otherwise amended.

5.08 Manager's Expenses and Fees. A Manager shall be entitled, but not required, to receive a reasonable salary for services rendered on behalf of the Company or in his capacity as a Manager. The amount of such salary shall be determined by the Managers and consented to by the Members, which consent shall not be unreasonably withheld. The Company shall reimburse any Manager for reasonable out-of-pocket expenses which were or are incurred by the Manager on behalf of the Company with respect to the start-up or operation of the Company, the on-going conduct of the Company's business, or the dissolution and winding up of the Company and its business.

5.09 Competition. During the existence of the Company, the Members and Managers shall devote such time to the business of the Company as may reasonably be required to conduct its business in an efficient and profitable manner. The Members and Managers, for their own account and for the account of others, may engage in business ventures which may compete with the business of the Company. Each Member hereby expressly consents to the continued and future ownership and operation by the other Members or the Managers of such business ventures and waives any claim for damages or otherwise, or rights to participate therein or with respect to the operation and profits or losses thereof.

5.10 Indemnification. The Company shall indemnify each Manager, whether serving the Company or, at its request, any other Entity, to the full extent permitted by the Act. The foregoing rights of indemnification shall not be exclusive of any other rights to which the Manager(s) may be entitled. The Manager(s) may, upon the approval of the Members, take such action as is necessary to carry out these indemnification provisions and may adopt, approve and amend from time to time such resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law.

5.11 Liability of Managers. So long as the Managers act in good faith with respect to the conduct of the business and affairs of the Company, no Manager shall be

liable or accountable to the Company or to any of the Members, in damages or otherwise, for any error of judgment, for any mistake of fact or of law, or for any other act or thing which he may do or refrain from doing in connection with the business and affairs of the Company, except for willful misconduct or gross negligence or breach of fiduciary duty, and further except for breaches of contractual obligations or agreements between the Manager(s) and the Company.

ARTICLE VI

CONTRIBUTIONS TO THE COMPANY AND DISTRIBUTIONS

6.01 Initial Capital Contributions. Each Member, upon the execution of this Operating Agreement, shall make as an Initial Capital Contribution the amount shown on Exhibit A, which is attached hereto. The Initial Capital Contribution to be made by any Person who hereafter is admitted as a Member and acquires his Membership Interest from the Company shall be determined by the Members.

6.02 Additional Capital Contributions. No Member shall be required to make any Capital Contribution in addition to his Initial Capital Contribution. The Members may make additional Capital Contributions to the Company only if such additional Capital Contributions are made pro rata by all the Members or all the Members consent in writing to any non-pro rata contribution. The fair market value of any property other than cash or widely traded securities to be contributed as an additional Capital Contribution shall be (a) agreed upon by all of the Members before contribution, or (b) determined by a disinterested appraiser selected by the Manager(s).

6.03 Interests and Return of Capital Contribution. No Member shall receive any interest on his Capital Contribution. Except as otherwise specifically provided for herein, the Members shall not be allowed to withdraw or have refunded any Capital Contribution.

6.04 Capital Accounts. Separate Capital Accounts shall be maintained for each Member in accordance with the following provisions:

(a) To each Member's Capital Account there shall be credited the fair market value of such Member's Initial Capital Contribution and any additional Capital Contributions, such Member's distributive share of profits, and the amount of any Company liabilities that are assumed by such Member.

(b) To each Member's Capital Account there shall be debited the amount of cash and the fair market value of any Property distributed to such Member pursuant to any provision of this Operating Agreement, such Member's distributive share of losses, and the amount of any liabilities of such Member that are assumed by the Company or that are secured by any property contributed by such Member to the Company.

(c) In the event any interest in the Company is transferred in accordance with the terms of this Operating Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

(d) The Capital Account shall also include a pro rata share of the fair market value of any property contributed by a person who is not a Member, such value to be the same value reported for federal gift tax purposes if a gift tax return is filed, and if not, the value in the case of real property shall be determined by an independent M.A.I. appraiser actively engaged in appraisal work in the area where such property is located and selected by the Managers, and otherwise by the certified public accountant or accountants then serving the Company.

(e) If any Member makes a non-pro rata Capital Contribution to the Company or the Company makes a non-pro rata distribution to any Member, the Capital Account of each Member shall be adjusted to reflect the then fair market value of the assets held by the Company immediately before the Capital Contribution or distribution.

6.05 Loans to the Company. If the Company has insufficient funds to meet its obligations as they come due and to carry out its routine, day-to-day affairs, then, in lieu of obtaining required funds from third parties or selling its assets to provide required funds, the Company may, but shall not be required to, borrow necessary funds from one or more of the Members as designated by the Manager(s); provided that the terms of such borrowing shall be commercially reasonable. The Company may pledge its assets to secure such borrowing. Loans or advances by any Member to the Company shall not be considered Capital Contributions and shall not increase the Capital Account balance of the lending or advancing Member.

6.06 Effect of Sale or Exchange. In the event of a permitted sale or other transfer of a Membership Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Membership Interest.

6.07 Distributions. All distributions of cash or other property (except upon the Company's dissolution, which shall be governed by the applicable provisions of the Act and Article IX hereof) shall be made to the Members in proportion to their respective Membership Interests. All distributions of cash or property shall be made at such time and in such amounts as determined by the Manager(s). All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Members from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Section.

6.08 Allocations. Except as otherwise provided in Section 6.09 hereof, all

items of income, gain, loss, deduction and credit, whether resulting from the Company's operations or in connection with its dissolution, shall be allocated to the Members for federal, state and local income tax purposes in proportion to their respective Membership Interests.

6.09 Allocation with Respect to Property. If, at any time during the Company's existence, any Member contributes to the Company property with an adjusted basis to the contributing Member which is more or less than the agreed fair market value and such property is accepted by the Company at the time of its contribution, the taxable income, gain, loss, deductions and credits with respect to such contributed property for tax purposes only (but not for purposes of calculating the Members' respective Capital Accounts) shall be shared among the Members so as to take account of the variation between the basis of the property to the Company and its agreed fair market value at the time of contribution, pursuant to Section 704(c) of the Code.

ARTICLE VII

RECORDS, REPORTS, ETC.

7.01 Records. The Company shall maintain and make available to the Members its records to the extent provided in the Act or by law.

7.02 Financial and Operating Statements and Tax Returns. Within seventy-five (75) days from the close of each fiscal year of the Company, the Manager(s) shall cause to be delivered to each Member a statement setting forth such Member's allocable share of all tax items of the Company for such year, and all such other information as may be required to enable each Member to prepare his federal, state and local income tax returns in accordance with all then applicable laws, rules and regulations. The Manager(s) also shall cause to be prepared and filed all federal, state and local income tax returns required of the Company for each fiscal year.

7.03 Banking. The funds of the Company shall be kept in one or more separate bank accounts in the name of the Company in such banks or other federally insured depositories as may be designated by the Manager(s), or shall otherwise be invested in the name of the Company in such manner and upon such terms and conditions as may be designated by the Manager(s). All withdrawals from any such bank accounts or investments established by the Manager(s) hereunder shall be made on such signature or signatures as may be authorized from time to time by the Manager(s). Any account opened by the Manager(s) for the Company shall not be commingled with other funds of the Manager(s) or interested persons.

7.04 Power of Attorney.

(a) Each Member does hereby irrevocably constitute and appoint the Manager(s) serving in office from time to time, and each of them, as such Member's true and lawful attorney, in his name, place and stead, to make, execute, consent to, swear to, acknowledge, record and file from time to time any and all of the following:

(i) Any certificate or other instrument which may be required to be filed by the Company or the Members under the laws of the Commonwealth of Virginia or under the applicable laws of any other jurisdiction in order to conduct business in any such jurisdiction, to the extent the Managers deem any such filing to be necessary or desirable.

(ii) Any amendment to the Articles adopted as provided in this Operating Agreement.

(iii) Any certificates or other instruments which may be required to effectuate the dissolution and termination of the Company pursuant to the provisions of this Operating Agreement.

(b) It is expressly understood, intended and agreed by each Member for himself, his successors and assigns that the grant of the power of attorney to the Manager(s) pursuant to subsection (a) is coupled with an interest, is irrevocable, and shall survive the death or legal incompetency of the Member or such assignment of his Membership Interest.

(c) One of the ways that the aforementioned power of attorney may be exercised is by listing the names of the Members and having the signature of the Manager or Managers, as attorney-in-fact appear with the notation that the signatory is signing as attorney-in-fact of the listed Members.

ARTICLE VIII

ASSIGNMENT; RESIGNATION

8.01 **Assignment Generally.** Except as provided in Section 8.02, 8.08, and 8.09 of this Operating Agreement, each Member hereby covenants and agrees that he will not sell, assign, transfer, mortgage, pledge, encumber, hypothecate or otherwise dispose of all or any part of his interest in the Company to any person, firm, corporation, trust or other entity without first offering in writing to sell such interest to the Company.

(a) The Company shall have the right to accept the offer at any time during the thirty (30) days following the date on which the written offer is delivered to the Company. The consent of all the Managers shall be required to authorize the exercise of such option by the Company. Thereafter, each Member shall have an option (pro-rata if more than one by interest) to acquire the offered interest for an

additional thirty (30) days, if not acquired by the Company.

(b) If neither the Company nor the Members accept the offer within the period, such interest may during the following sixty (60) days be disposed of free of the first refusal rights set forth in (a) above; provided, however, that the purchase price for such interest shall not be less and the terms of purchase for such interest shall not be more favorable than the purchase price and terms of purchase that would have been applicable to the Company had the Company purchased the interest; provided further that the purchaser shall first become a Member pursuant to this Operating Agreement; and provided further that any interest not so disposed of within the 60-day period shall thereafter remain subject to the first refusal rights set forth in (a) above.

(c) **NOTWITHSTANDING THE PRECEDING, NO ASSIGNEE OF A MEMBERSHIP INTEREST SHALL BECOME A MEMBER OF THE COMPANY EXCEPT UPON THE UNANIMOUS CONSENT OF THE NON-ASSIGNING MEMBERS IN THEIR SOLE DISCRETION, AND UPON SUCH ASSIGNEE EXECUTING A COUNTERPART OF THIS OPERATING AGREEMENT IN WHICH ASSIGNEE AGREES TO BE BOUND BY ALL PROVISIONS OF THIS OPERATING AGREEMENT.**

8.02 Purchase of Certain Membership Interests.

(a) If an Option Event (as defined below) occurs with respect to any Member (an "Option Member"), the Company shall have the option to purchase the Option Member's Membership Interest upon the terms and conditions set forth in this Section 8.02. For purposes of the foregoing, an "Option Event" shall mean the (i) the death, permitted resignation or dissolution of a Member, (ii) the occurrence of any event set forth in Section 9.01(c) hereof, if all or the requisite remaining Member consents to continue the business of the Company as provided therein, and (iii) the inability of a Member to pay its debts generally as they become due, or any assignment by a Member for the benefit of its creditors, or the filing by a Member of a voluntary petition in bankruptcy or similar insolvency proceedings, or the filing against a Member of an involuntary petition in bankruptcy or similar insolvency proceeding that is not dismissed within ninety (90) days thereafter. The term "Option Member" shall include an Option Member's personal representative or trustee in bankruptcy, to the extent applicable.

(b) Upon any Option Event occurring to an Option Member, the Option Member shall deliver written notice of the occurrence of such Option Event to the Company. The Company shall have the option, but not the obligation, to purchase the Option Member's Membership Interest at any time during the sixty (60) day period immediately following the date on which it receives notice of the occurrence of the Option Event. Such option shall entitle the Company to purchase such Membership Interest for the fair market value of such Membership Interest. The fair market value of the interest shall be the amount that the Option Member would receive in exchange for

his entire interest in the Company if the Company sold all of its assets, subject to their liabilities, at their fair market value as of the date on which the Option Event occurred and distributed the net proceeds from such sale in complete liquidation of the Company. The consent of all the Managers shall be required to authorize the exercise of such option by the Company. Such option must be exercised by delivery of a written notice from the Company to the Option Member during the aforementioned period. Upon delivery of such notice the exercise of such option shall be final and binding on the Company and the Option Member.

(c) If the foregoing option is not exercised, the business of the Company shall continue, and the Option Member shall retain his Membership Interest.

(d) The fair market value of the Option Member's Membership Interest shall be determined as expeditiously as possible by a disinterested appraiser mutually selected by the Option Member and the Company (the Company's selection being made by the Manager(s)). If the Option Member and the Company are unable to agree on a disinterested appraiser, then the Option Member and the Company shall each select a disinterested appraiser and if the disinterested appraisers selected are not able to agree as to the fair market value of the interest, then the two (2) disinterested appraisers shall select a third disinterested appraiser who shall determine the fair market value. The determination of the fair market value of the Option Member's Membership Interest by the appraiser or appraisers shall be conclusive and binding on all parties. The appraiser (or appraisers) shall arrive at the valuation using the valuation method or methods determined by the appraiser(s) to be appropriate in light of the condition of the Company and the industry at the time and any other pertinent factors. All costs of an appraiser mutually selected by the Option Member and the Company or the two (2) disinterested appraisers shall be shared equally by the Option Member and the Company. All costs of an individually selected appraiser shall be borne by the parties selecting such appraiser.

(e) If the option to purchase the Option Member's Membership Interest is exercised by the Company, then not later than thirty (30) days after the date on which the appraisal described above is complete (the "Appraisal Date"), the Company shall make a distribution of property (which may be cash or other assets of the Company) to the Option Member with a value equal in amount to the fair market value of the Option Member's Membership Interest; provided, however, that at the election of the Company such distribution to the Option Member may be made in five (5) equal annual installments, the first of which shall be made on the thirtieth (30th) day after the Appraisal Date and one of which shall be made on the same date in each of the four (4) years thereafter, provided, further, however, that notwithstanding an election by the Company to make the distribution to the Option Member in five (5) equal annual installments, the Company may accelerate without penalty all of such installments at any time or any part of such installment at any time. If the Company elects to make distributions to the Option Member in five (5) equal annual installments as provided herein, the Company, in addition to such annual installments, shall pay the

Option Member additional amounts computed as if the Option Member were entitled to interest on the undistributed amount of the total distribution to which the Option Member is entitled hereunder at an annual rate equal to the annual Federal Mid-Term Rate in effect under Section 1274(d) of the Code, as determined on the 30th day after the Appraisal Date, which additional amounts, computed like interest, shall be due and payable on the same dates as the annual installments of the distribution payable to the Option Member hereunder. Any unpaid capital contributions of the Option Member and any damages occurring to the Company as a result of the Option Event shall be taken into account in determining the net amount due the Option Member at the closing, and any excess of such unpaid capital contributions or damages over the amount due at closing shall be netted against subsequent installment payments as they become due.

(f) If at a time when the Company has an option to purchase an Option Member's Membership Interest, it is prohibited from purchasing all or any portion of such Membership Interest pursuant to the Act or any loan agreement, or similar restrictive agreement, the Option Member and the remaining Members shall, to the extent permitted by law, take appropriate action to adjust the value of the Company's assets from book value to a fair valuation based on accounting practices and principles that are reasonable under the circumstances in order to permit the Company to purchase such Membership Interest. If the Company becomes obligated to purchase an Option Member's Membership Interest under this Section and the above action cannot be taken or does not create sufficient value to permit the Company to do so, the Company shall be obligated to purchase the portion of the Membership Interest it is permitted to purchase, with a proportionate reduction in the aggregate purchase price.

(g) In order to fund any obligations under this Operating Agreement, the Company or the Members may maintain such life insurance policies on the lives of one or more Members as the Members determine from time to time to be desirable.

8.03 Absolute Prohibition. Notwithstanding any other provision in this Article VIII, the Membership Interest of Member, in whole or in part, or any rights to distributions therefrom, shall not be sold, exchanged, conveyed, assigned, pledged, hypothecated, subjected to a security interest or otherwise transferred or encumbered, if, as a result thereof, the Company would be terminated for federal income tax purposes in the opinion of counsel for the Company or such action would result in a violation of federal or state securities laws in the opinion of counsel for the Company.

8.04 Members Acquiring Membership Interest from Company. No Person, other than the initial Members, who acquires a Membership Interest from the Company shall be admitted as a Member of the Company, except upon the unanimous consent of the Members.

8.05 Resignation. No Member shall be entitled to resign from the Company except upon the unanimous written consent of the Members as

determined in their sole discretion. Any attempted resignation, without such consent, shall be of no force or effect.

8.06 Effect of Prohibited Action. Any transfer or other action in violation of this Article shall be void ab initio and of no force or effect whatsoever.

8.07 Rights of an Assignee. If an assignee of a Membership Interest is not admitted as a Member because of the failure to satisfy the requirements of Section 8.01 or 8.03 hereof, such assignee shall nevertheless be entitled to receive such distributions from the Company as the assigning Member would have been entitled to receive under Section 6.07 of this Operating Agreement with respect to such Membership Interest had the assigning Member retained such Membership Interest.

8.08 Gift to Family Member. Notwithstanding Section 8.01, a Member shall not be required to offer to sell his Membership Interest to the Company prior to transferring his Membership Interest to his spouse or any of his descendants, or to a trust the sole beneficiaries of which are one or more of his spouse and his descendants, provided that such transfer is by way of inter vivos gift or testamentary or intestate succession. Notwithstanding the preceding sentence, no assignee of a Membership Interest by way of inter vivos gift or testamentary or intestate succession shall become a Member of the Company except upon the unanimous consent of the non-assigning Members.

8.09 Transfers from Custodianships. Notwithstanding Section 8.01 but subject to the limitations set forth in Section 8.08, any Membership Interest that is held by a custodian for a minor under the laws of the Commonwealth of Virginia or any other state shall be fully transferable and assignable to the minor, without an offer being made to the Company, when the minor reaches the age of termination of such custodianship under the applicable statute.

8.10 All Members Subject to Operating Agreement. Notwithstanding any other provision of this Operating Agreement, any Person who becomes a Member of the Company shall be subject to all provisions of this Operating Agreement as if such Person were an original signatory to this Operating Agreement.

ARTICLE IX

DISSOLUTION

9.01 Events of Dissolution. The Company shall be dissolved upon the first to occur of the following:

(a) Any event which under the Articles requires dissolution of the Company.

(b) The unanimous written consent of the Members to the dissolution of the Company.

(c) At any time there are no Members; however, the Company is not dissolved and is not required to be wound up if, within six (6) months after the occurrence of the event that caused the dissociation of the last remaining Member, the personal representative of the last remaining Member agrees in writing to continue the Company until the admission of the personal representative of such Member or its nominee or designee to the Company as a Member, effective as of the occurrence of the event that caused the dissociation of the last remaining Member.

(d) The entry of a decree of judicial dissolution of the Company as provided in the Act.

(e) Any event not set forth above which under the Act requires dissolution of the Company.

9.02 Liquidation. Upon the dissolution of the Company, it shall wind up its affairs and distribute its assets in accordance with the Act by either or a combination of both of the following methods as the Members shall determine:

(a) Selling the Company's assets and, after the payment of Company liabilities, distributing the net proceeds therefrom to the Members in proportion to their Membership interests and in satisfaction thereof; and/or

(b) Distributing the Company's assets to the Members in kind with each Member accepting an undivided interest in the Company's assets, subject to its liabilities, in satisfaction of his Membership interest. The interest conveyed to each Member in such assets shall constitute a percentage of the entire interests in such assets equal to such Member's Membership interest.

9.03 Orderly Liquidation. A reasonable time as determined by the Managers not to exceed eighteen (18) months shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to the creditors so as to minimize any losses attendant upon dissolution.

9.04 Distributions. Upon liquidation, the Company assets (including any cash on hand) shall be distributed in the following order and in accordance with the following priorities:

(a) First, to the payment of the debts and liabilities of the Company and the expenses of liquidation, including a sales commission to the selling agent, if any; then

(b) Second, to the setting up of any reserves which the Manager(s) (or

the person or persons carrying out the liquidation) deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. At the expiration of such period as the Manager(s) (or the person or persons carrying out the liquidation) shall deem advisable, but in no event to exceed 18 months, the Company shall distribute the balance thereof in the manner provided in the following subsections; then

(c) Third, to the Members to the extent of their respective positive Capital Account balances in the ratio of said Capital Accounts, after first taking into account the allocations prescribed by Section 9.05 below; then

(d) Fourth, to the Members in proportion to their respective Membership Interests.

(e) In the event of a distribution in liquidation of the Company's property in kind, the fair market value of such property shall be determined by a qualified and disinterested M.A.I. appraiser actively engaged in appraisal work in the Company's business, selected by the Manager(s) (or the person or persons carrying out the liquidation), and each Member shall receive an undivided interest in such property equal to the portion of the proceeds to which he would be entitled under the immediately preceding subsections if such property were sold at such fair market value.

9.05 Taxable Gain or Loss. Taxable income, gain and loss from the sale or distribution of Company property incurred upon or during liquidation and termination of the Company shall be allocated to the Members as provided in Section 6.08 above.

9.06 No Recourse Against Members. Except as provided by law, upon dissolution, each Member shall look solely to the assets of the Company for the return of his Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contribution of each Member, such Member shall have no recourse against any other Member.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.01 Attorneys' Fees. In the event any party brings an action to enforce any provisions of this Operating Agreement, whether such action is at law, in equity or otherwise, and such party prevails in such action, such party shall be entitled, in addition to any other rights or remedies available to it, to collect from the non-prevailing party or parties the reasonable costs and expenses incurred in the investigation preceding such action and the prosecution of such action, including but not limited to reasonable attorneys' fees and court costs.

10.02 Notices. Whenever, under the provisions of the Act or other law, the Articles or this Operating Agreement, notice is required to be given to any Person, it shall not be construed to mean exclusively personal notice unless otherwise specifically provided, but such notice may be given in writing, by mail, addressed to the Company at its principal office from time to time and to any other Person at his address as it appears on the records of the Company from time to time, with postage thereon prepaid. Any such notice shall be deemed to have been given at the time it is deposited in the United States mail. Notice to a Person may also be given personally or by telegram or telecopy sent to his address as it appears on the records of the Company. The addresses of the initial Members as shown on the records of the Company shall originally be those set forth in Article III hereof. Any Person may change his address as shown on the records of the Company by delivering written notice to the Company in accordance with this Section.

10.03 Application of Virginia Law. This Operating Agreement, and the interpretation hereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Virginia, without reference to its choice of law provisions, and specifically the Act.

10.04 Amendments. No amendment or modification of this Operating Agreement shall be effective except in accordance with the provisions of Section 4.02.

10.05 Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa.

10.06 Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

10.07 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

10.08 Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

10.09 Severability. If any provision of this Operating Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent

permitted by law.

10.10 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

10.11 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditor of the Company.

10.12 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

10.13 Entire Agreement. This Operating Agreement sets forth all of the promises, agreements, conditions and understandings between the parties respecting the subject matter hereof and supersedes all prior negotiations, conversations, discussions, correspondence, memoranda and agreements between the parties concerning such subject matter.

The undersigned, being all the Members of the Company, hereby agree, acknowledge and certify that the foregoing Operating Agreement constitutes the sole and entire Operating Agreement of the Company, unanimously adopted by the Members of the Company as of the date first written above.

MEMBERS:


Kenneth D. Tuck


Scott A. Strelow

EXHIBIT A

MEMBER

PROPERTY

**FAIR MARKET VALUE AT
DATE OF CONTRIBUTION
TO THE COMPANY**

NARRATIVE

The applicant, Franklin Road Properties, LLC, owns an undeveloped 0.32 acre parcel on Franklin Road (TM#1300121). The parcel is zoned R-12. Neighboring parcels (TM#1300116 and 1300120) on Franklin Road (the "Adjacent Franklin Road Properties") are zoned MX and are used as medical office buildings. The applicant wishes to rezone the 0.32 acre parcel from R-12 to MX (c).

For an extended period of time, parking for customers and employees of the Adjacent Franklin Road Properties has been problematic. A 2002 cross-easement agreement between the parties allowed for joint access to Avenham Road through the Vistar parcel (TM#1300120). Because of a lack of adequate on-site parking, Vistar employees, as well as employees of the dental offices on tax parcel 1300116 have been forced to park on neighboring streets. To lessen that impact on neighboring streets and to provide for safer employee parking, the applicant, comprised of physicians affiliated with Vistar, proposes to develop a parking lot containing eighteen (18) parking spaces on the subject property to serve the Adjacent Franklin Road Properties. That parking lot would be used exclusively by the Adjacent Franklin Road Properties, as more fully set forth in a cross-easement agreement, the current draft of which is enclosed.

Without this additional parking, the functionality of the existing medical office buildings is severely handicapped.

As shown on the proffered Development Plan, a landscape buffer would be installed around the small parking lot. No new access to Franklin Road would be created since the existing access for the Adjacent Franklin Road Properties would serve the parking lot as provided by the new cross-easement agreement. As illustrated on the enclosed Sections, the finished grade of the parking lot will not be significantly different than current grades. Views from the adjoining residential properties are also illustrated on the enclosed Sections.

Consideration: N/A

Tax Map Nos.: 1300120
1300116
1300121

Prepared by and Return to:
Maryellen F. Goodlatte, Esq.
VSB #18073
Glenn, Feldmann, Darby & Goodlatte
P. O. Box 2887
Roanoke, Virginia 24001-2887

CROSS-EASEMENT AGREEMENT

THIS CROSS-EASEMENT AGREEMENT (this "Agreement") is executed, delivered and made effective as of this ____ day of _____, 2015 (the "Effective Date"), by and among **VISTAR PROPERTIES, LLC**, a Virginia limited liability company, whose address is 2802 Brandon Avenue, S.W., Roanoke, Virginia 24015 ("Vistar"), **KENNETH D. CUMINS and LINDA R. CUMINS, TRUSTEES UNDER THE CUMINS LIVING TRUST DATED JUNE 16, 2004, and any amendments thereto** (collectively, "Cumins"), whose address is 5145 Partridge Circle, S.W., Roanoke, Virginia 24018, and **FRANKLIN ROAD PROPERTIES, LLC**, a Virginia limited liability company, whose address is 3320 Franklin Road, Roanoke, Virginia 24014 ("Franklin Road Properties").

WITNESSETH:

Background Information and Preliminary Statements

The parties recite the following facts:

- A. **The Parties; General Location of the Properties.** Vistar, Cumins, and Franklin Road Properties are each the owner of certain adjoining parcels of real property located in the City of Roanoke, Virginia.
- B. **The Vistar Property.** Vistar owns that certain parcel of real estate located at the corner of Franklin Road, S.W. and Avenham Avenue, S.W. in the City of Roanoke known as 3320 Franklin Road, S.W. (Tax Map No. 1300120) (the "Vistar Property").
- C. **The Cumins Property.** Cumins are the owners of an adjacent parcel fronting on Franklin Road, S.W. to the north of the Vistar Property and known as 3308 & 3310 Franklin Road, S.W. (Tax Map No. 1300116) (the "Cumins Property").
- D. **The Franklin Road Properties Property.** Franklin Road Properties is the owner of an adjacent parcel fronting on Franklin Road, S.W. to the north of the Cumins Property (Tax Map No. 1300121) (the "FRR Property"). The Vistar Property, the Cumins Property and the FRR Property are sometimes hereinafter collectively referred to as the "Properties".
- E. **The Existing Easement.** A Cross Easement Agreement dated June 24, 2002 and recorded in the City of Roanoke Circuit Court Clerk's Office as Instrument Number 020012049 (the

“Existing Easement”), granted cross-easements benefitting the Cumins Property and the Vistar Property by providing access to and from Franklin Road and Avenham Avenue as more particularly described in the Existing Easement. The rights and obligations contained in this Agreement are in addition to, and not in replacement of, the rights and obligations set forth in the Existing Easement.

- F. General Description of the Easements Granted Herein. Franklin Road Properties intends to construct a parking lot containing up to 18 parking spaces on the FRR Property (the “Parking Lot”). The Parking Lot will primarily serve the Vistar Property, but will provide no less than 4 parking spaces for the benefit of the Cumins Property. In order to provide for the development and use of the Parking Lot, to provide for the coordinated ingress, egress and access to, from and between the Properties and Franklin Road, the parties have agreed to grant certain easements over the Properties and to impose certain requirements on the parties hereto and their respective successors and assigns, which easements and obligations are generally described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, as set forth in the foregoing Background Information and Preliminary Statements, and of the mutual promises herein set forth, and for \$10.00 and other good and valuable consideration paid, the parties do hereby grant and convey to each other with general warranty the following easements and do hereby make the following related agreements on and subject to the following terms, conditions, covenants, restrictions and provisions, intending to be legally bound hereby:

ARTICLE I

Franklin Road Properties Easement to Vistar

Section 1.01. Parking Easement. Subject to the terms and conditions set forth in this Agreement, Franklin Road Properties hereby grants and conveys to Vistar for the benefit of the Vistar Property a non-exclusive easement for the purpose of vehicular parking on the areas designated by Franklin Road Properties for vehicular parking on the Parking Lot. Franklin Road Properties intends to develop eighteen (18) spaces on the Parking Lot, fourteen (14) of which shall be for the use of employees in and visitors to the Vistar Property. Nothing in this agreement shall prohibit Franklin Road Properties from modifying the layout of the Parking Lot. Franklin Roanoke Properties hereby reserves the right to use such areas of the FRR Property and the Parking Lot for all purposes which will not interfere with the Vistar Property’s enjoyment of the rights granted hereby. Franklin Road Properties shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to the Vistar Property’s use of the designated parking areas on the Parking Lot.

Section 1.02. Non-Obstruction Agreement. Franklin Road Properties shall not cause any improvements to be made on the FRR Property which unreasonably interfere with the use of the Parking Lot by Vistar.

ARTICLE II

Franklin Road Properties Easement to Cumins

Section 2.01. Parking Easement. Subject to the terms and conditions set forth in this Agreement, Franklin Road Properties hereby grants and conveys to Cumins for the benefit of the Cumins Property a non-exclusive easement for the purpose of vehicular parking on the areas designated by Franklin Road Properties for vehicular parking on the Parking Lot. Franklin Road Properties intends to develop eighteen (18) spaces on the Parking Lot, four (4) of which shall be for the use of the Cumins Property, including its owners, tenants, and their employees, agents, and visitors. Nothing in this agreement shall prohibit Franklin Road Properties from modifying the layout of the Parking Lot. Franklin Road Properties hereby reserves the right to use such areas of the FRR Property and the Parking Lot for all purposes which will not interfere with the Cumins Property's enjoyment of the rights granted hereby. Franklin Road Properties shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to the Cumins Property's use of the designated parking areas on the Parking Lot.

Section 2.02. Non-Obstruction Agreement. Franklin Road Properties shall not cause any improvements to be made on the FRR Property or take any actions which interfere with the use of the FRR Property by Cumins.

ARTICLE III

Reciprocal Easements; Cumins to Vistar and Vistar to Cumins

Section 3.01. Ingress/Egress Easement. Subject to the terms and conditions set forth in this Agreement, Cumins hereby grants and conveys to Vistar and its successors and assigns, as an easement appurtenant to the Vistar Property, a non-exclusive easement for the purpose of pedestrian and vehicular ingress, egress, passage and traffic, but not for parking, upon, over, across and through the paved travel areas not designated for parking of the Cumins Property in order to access the Parking Lot, Franklin Road, and the Vistar Property. Cumins hereby reserves the right to modify the designated parking and travel areas in a manner, and to use the Cumins Property for all purposes, which will not interfere with Vistar's enjoyment of the rights granted hereby. Except as expressly set forth in this Agreement, free vehicular and pedestrian access between the Vistar Property and the Parking Lot and Franklin Road shall not be impeded by Cumins and shall at all times be maintained.

Section 3.02. Non-Obstruction Agreement. Cumins shall not cause any improvements to be made on the Cumins Property which interfere with the use of this ingress/egress easement by Vistar.

Section 3.03. Ingress/Egress Easement. Subject to the terms and conditions set forth in this Agreement, Vistar hereby grants and conveys to Cumins and its successors and assigns, as an easement appurtenant to the Cumins Property, a non-exclusive easement for the purpose of pedestrian and vehicular ingress, egress, passage and traffic, but not for parking, upon, over, across and through the paved travel areas not designated for parking of the Vistar Property in order to access the Parking Lot, Avenham Avenue, and Franklin Road. Vistar hereby reserves the right to modify the designated parking and travel areas in a manner, and to use the Vistar Property for all purposes, which will not interfere with Cumins' enjoyment of the rights granted hereby. Except as expressly set forth in this Agreement, free vehicular and pedestrian access between the Cumins Property and the Parking Lot, Avenham Avenue, and Franklin Road shall not be impeded by Vistar and shall at all times be maintained.

Section 3.04. Non-Obstruction Agreement. Vistar shall not cause any improvements to be made on the Vistar Property which interfere with the use of this ingress/egress easement by Cumins.

ARTICLE IV

Cumins and Vistar Easements to Franklin Road Properties

Section 4.01. Ingress/Egress Easement. Subject to the terms and conditions set forth in this Agreement, Cumins hereby grants and conveys to Franklin Road Properties and its successors and assigns, as an easement appurtenant to the FRR Property, a non-exclusive easement for the purpose of pedestrian and vehicular ingress, egress, passage and traffic upon, over, across and through the Cumins Property in order to provide access for the Parking Lot to and from Franklin Road and the Vistar Property. Cumins hereby reserves the right to use the Cumins Property for all purposes which will not interfere with Franklin Road Properties' enjoyment of the rights granted hereby. Except as expressly set forth in this Agreement, free vehicular and pedestrian access between the Parking Lot, Franklin Road and the Vistar Property shall not be impeded by Cumins and shall at all times be maintained.

Section 4.02. Temporary Easements. Cumins hereby grants and conveys to Franklin Road Properties a non-exclusive temporary access easement over the existing paved travel areas not designated for parking on the Cumins Property for the purposes of providing contractor access to the FRR Property in order to develop and construct the Parking Lot, and to provide periodic access to the Parking Lot for the purpose of maintaining the same. Franklin Road agrees to promptly repair all damage to the Cumins Property and the paved areas thereon caused as a result of use of this temporary construction easement.

Section 4.03. Non-Obstruction Agreement. Cumins shall not cause any improvements to be made on the Cumins Property which interfere with the use of this ingress/egress easement by Franklin Road Properties.

Section 4.04. Ingress/Egress Easement. Subject to the terms and conditions set forth in this Agreement, Vistar hereby grants and conveys to Franklin Road Properties and its successors and assigns, as an easement appurtenant to the FRR Property, a non-exclusive easement for the purpose of pedestrian and vehicular ingress, egress, passage and traffic upon, over, across and through the Vistar Property in order to provide access for the Parking Lot to and from Avenham Avenue and the Cumins Property. Vistar hereby reserves the right to use the Vistar Property for all purposes which will not interfere with Franklin Road Properties' enjoyment of the rights granted hereby. Except as expressly set forth in this Agreement, free vehicular and pedestrian access between the Parking Lot, Avenham Avenue, and the Cumins Property shall not be impeded by Vistar and shall at all times be maintained.

Section 4.05. Non-Obstruction Agreement. Vistar shall not cause any improvements to be made on the Vistar Property which interfere with the use of this ingress/egress easement by Franklin Road Properties.

ARTICLE V

Parking Requirements Related to the Properties

Section 5.01. Minimum and Maximum Parking. As a result of the square footage of the existing improvements on the Cumins Property and the Vistar Property, and their current classification as medical clinics under the City of Roanoke Zoning Ordinance, there are minimum and maximum parking requirements attached to each. The parties agree that for the purpose of meeting the City of Roanoke minimum and maximum parking requirements, parking requirements applicable to the Properties shall be combined and shall be deemed to be shared. The parties agree to execute such documents as may be required by the City of Roanoke to confirm such sharing for the purpose of complying with City of Roanoke development and zoning requirements. The parties also recognize that a portion of the parking spaces in the Parking Lot may need to be pervious in order to meet City of Roanoke development requirements.

ARTICLE VI

Contingencies

Section 6.01. Zoning. The parties recognize and agree that the Parking Lot cannot be constructed until the zoning classification of the FRR Property is changed to a zoning district which allows off-site parking. Franklin Road Properties is in the process of seeking that zoning amendment. Accordingly, the parties recognize and agree that the easements granted herein are subject to Franklin Road Properties' ability to rezone the Parking Lot and to develop the Parking Lot so as to meet all City of Roanoke development requirements.

Section 6.02. Agreement with Vistar. The parties further understand, recognize, and agree that the obligations set out herein are subject to Vistar and Franklin Road Properties entering into a mutually acceptable agreement which addresses the development of, ownership of, and maintenance of the Parking Lot.

Section 6.03. Recordation. Once the agreement described in Section 6.02 above has been executed by Vistar and Franklin Road Properties, and once the Parking Lot has been rezoned to permit its development, the parties agree that this Agreement may be recorded by Franklin Road Properties or Vistar. Until such time, the parties agree that this Agreement shall not be put to record.

Section 6.04. Termination of Easement. The parties agree that if the Parking Lot has not been developed, or the contingencies set forth in Sections 6.01 and 6.02 are not satisfied, by _____, this Agreement and the rights and obligations provided herein shall terminate.

ARTICLE VII

Maintenance Obligations

Section 7.01. Maintenance of the Access and Parking Easement Areas. Except for maintenance or repairs the need for which arises from the acts or omissions of the other party, its agents, employees, tenants, licensees or invitees, each party shall be solely responsible for the maintenance, including snow removal, and repair of the parking and easement areas located on their respective Properties. The costs of any and all repairs or maintenance which a party, in its reasonable discretion, determines arise from the acts or omissions of the other party, its agents, employees, tenants, licensees or invitees, shall be borne solely by the other party. Such party agrees to carry out any maintenance or repair activity required under this section with diligence and dispatch and shall use its best efforts to complete the same in the shortest commercially reasonable time under the circumstances, but in no event shall such maintenance or repair activity continue without completion for more than sixty (60) days. Such party shall not carry out any such maintenance or repair activity in such a manner as to interfere unreasonably with the other party's use and enjoyment of its Property. If a party fails to comply with the requirements of this Section, or unreasonably interferes with the rights granted or reserved to the other party hereunder, then, after having complied with the procedures set forth in Section 9.01 hereof, the other party may pursue any of the remedies afforded to it under Section 9.02 hereof.

ARTICLE VIII

Indemnification

Section 8.01. Indemnification.

(a) By Vistar. Except for injuries, deaths, losses, damages, or other matters resulting from the acts or omissions of Cumins or Franklin Road Properties or of the agents, employees, licensees and invitees (excluding Vistar) thereof, Vistar shall indemnify Cumins and Franklin Road Properties and save them harmless from and against all loss, liability, damage, actions, causes of action, or claims for injury, death, loss or damage of whatever nature to any person, property or business interest caused by or resulting from an act or omission of Vistar or agents, employees, servants, licensees (excluding Cumins and Franklin Road Properties), invitees, tenants or subtenants of Vistar in respect of the matters set forth in this Agreement, and from and against any and all costs, expenses or liabilities (including reasonable fees of attorneys, paralegals, experts, court reporters and others) incurred by Cumins or Franklin Road Properties in connection with any claim, action or proceeding in respect of any such loss, liability, damage or claim.

(b) By Cumins. To the extent allowable by law, except for injuries, deaths, losses, damages, or other matters resulting from the acts or omissions of Vistar or Franklin Road Properties or of the agents, employees, licensees and invitees (excluding Cumins) thereof, Cumins shall indemnify Vistar and Franklin Road Properties and save them harmless from and against all loss, liability, damage, actions, causes of action, or claims for injury, death, loss or damage of whatever nature to any person, property or business interest caused by or resulting from an act or omission of Cumins or agents, employees, servants, licensees (excluding Vistar and Franklin Road Properties), invitees, tenants or subtenants of Cumins in respect of the matters set forth in this Agreement, and from and against any and all costs, expenses or liabilities (including reasonable fees of attorneys, paralegals, experts, court reporters and others) incurred by Vistar or Franklin Road Properties in connection with any claim, action or proceeding in respect of any such loss, liability, damage or claim.

(c) By Franklin Road Properties. Except for injuries, deaths, losses, damages, or other matters resulting from the acts or omissions of Cumins or Vistar or of the agents, employees, licensees and invitees (excluding Franklin Road Properties) thereof, Franklin Road Properties shall indemnify Cumins and Vistar and save them harmless from and against all loss, liability, damage, actions, causes of action, or claims for injury, death, loss or damage of whatever nature to any person, property or business interest caused by or resulting from an act or omission of Franklin Road Properties or agents, employees, servants, licensees (excluding Cumins and Vistar), invitees, tenants or subtenants of Franklin Road Properties in respect of the matters set forth in this Agreement, and from and against any and all costs, expenses or liabilities (including reasonable fees of attorneys, paralegals, experts, court reporters and others) incurred by Cumins or Vistar in connection with any claim, action or proceeding in respect of any such loss, liability, damage or claim.

ARTICLE IX

Defaults and Remedies

Section 9.01. Defaults. If any party (the “defaulting party”) should fail to observe any of the terms, conditions, restrictions or provisions of, or should fail to perform any of its covenants or obligations under this Agreement within a period of thirty (30) days after either of the other party (the “non-defaulting party”) has given to the defaulting party written notice thereof, then the defaulting party shall be in default under this Agreement; provided that if the obligation is of such a nature that the same cannot, with due diligence, be reasonably performed within such 30-day period, then such default shall be deemed to have been cured if the defaulting party commences such performance within such 30-day period and thereafter undertakes and proceeds with due diligence to complete the same and does complete the same within a reasonable time. If a default has occurred and is not cured within the time period specified in this section, then the non-defaulting party shall have all of the rights and remedies afforded to it by law and also all of the rights and remedies set forth in Section 9.02 hereof (whether or not they are expressly provided by statute or recognized by judicial precedent), any one or more of which may be exercised and enforced independently or concurrently at any time after such default, without further notice to the defaulting party and without waiving any of the non-defaulting parties’ other rights and remedies, and all of which shall, to the extent applicable, survive the termination of any right granted in this Agreement.

Section 9.02. Remedies.

(a) Cure. If cure is not effectuated within the time periods as provided in Section 9.01 above, the non-defaulting party may cure, but is not required to cure, any default of the defaulting party under this Agreement; and if the non-defaulting party should do so, then it shall be entitled to be reimbursed for all reasonable costs and expenses incurred by it in connection therewith, from either the defaulting party, its contractors, or its insurance carriers.

(b) Civil Actions. The non-defaulting party may sue the defaulting party for the specific performance of any obligation undertaken by the defaulting party in this Agreement, for injunctive or other equitable relief, or for damages in any court of competent jurisdiction in order to recover any such amount as may be due and payable to the non-defaulting party.

Section 9.03. Obstruction Defaults. Notwithstanding anything to the contrary contained in this Agreement, and except where obstruction is reasonably necessitated in order to perform any maintenance or repair obligation for an easement in accordance with this Agreement, in the event vehicular access through an easement area is completely obstructed (each such event, an “Obstruction Default”), the owner of the benefited parcel may notify the owner of such easement area by any means reasonable under the circumstances, including via facsimile or telephone, of the Obstruction Default and demand that the Obstruction Default be remedied. If, after twenty-four (24) hours after such notice has been provided, the owner of the easement area has not remedied the Obstruction Default or commenced to remedy the Obstruction Default and thereafter

remedies such Obstruction Default within forty-eight (48) hours, the owner of the benefited parcel shall have the right (but not the obligation) to enter upon such easement area and remedy the Obstruction Default and shall be reimbursed by the owner of the easement area for the reasonable costs for such remedy upon demand.

ARTICLE X

Force Majeure

Section 10.01. Delays. The time periods by which a party is required to perform its obligations under this Agreement shall be extended by the period of any delays arising by reason of excused causes which render performance impracticable. Excused causes include, without limiting the generality of the foregoing, war, nuclear disaster, insurrection, strikes or other labor disputes, unavailability of materials, riot, rationing, civil disobedience, fire, flood, hurricane, earthquake, any act of God and acts, failures to act, actions and proceedings or regulations of any governmental authority (whether legislative, executive, administrative or judicial). Notwithstanding the foregoing, excused causes shall not include (i) causes which result from the gross negligence or willful misconduct of the party seeking an extension of time pursuant to this Section 10.01 or (ii) a lack of funds.

ARTICLE XI

Notices; Notice of Transfer

Section 11.01. Notices. Except as set forth in Section 9.03, any notice or other communication required or permitted to be given to a party under this Agreement shall be in writing and shall be given by one of the following methods to such party at the address set forth at the end of this Section 11.01: (i) It may be sent by ordinary U.S. mail or by registered or certified U.S. mail, return receipt and postage prepaid, or (ii) it may be delivered in person or by over-night courier, facsimile, or any other means for transmitting a written communication provided that such means allows for confirmation of receipt which confirmation shall be required to effectuate notice under this Section 11.01. Any such notice shall be deemed to have been given upon receipt or refusal of receipt. Either party may change its address for notice by giving written notice thereof to the other party. The address of each party for notice initially is as follows:

If to Vistar:

Vistar Properties, LLC
3320 Franklin Road
Roanoke, Virginia 24014
Facsimile: _____

If to Cumins:

Kenneth D. Cumins and Linda R. Cumins, Trustees
5145 Partridge Circle, S.W.
Roanoke, Virginia 24018
Facsimile: _____

If to Franklin Road Properties:

Franklin Road Properties, LLC
3320 Franklin Road
Roanoke, Virginia 24014
Facsimile: _____

Section 11.02. Notice of Transfer. If a party should transfer its interest in its Property, it shall immediately notify the other party of such transfer in the manner provided in Section 11.01 hereof. Such notice shall contain the name of the transferee and the address of such transferee for purposes of receiving notices hereunder. If a party fails to notify the other of a transfer of its interest in its Property, or fails to include the address of the transferee in a transfer notice, the other party may, but shall not be obligated to, send notices hereunder to such transferee at the tax mailing address listed for such transferee on the books of the City of Roanoke tax collector's office until such time as the transferee has notified the other party of a different notice address in the manner provided in Section 11.01 hereof.

ARTICLE XII

Miscellaneous Provisions

Section 12.01. Successors and Assigns. Except as otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns (including successive, as well as immediate, successors and assigns) of the parties hereto.

Section 12.02. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. The parties hereby submit to the exclusive jurisdiction of the state courts located in the City of Roanoke, Virginia, in any action or proceeding arising out of, or related to this Agreement, and the parties hereby agree that all claims in respect to any action or proceeding shall be heard or determined only in these courts.

Section 12.03. Remedies Cumulative. All rights and remedies of the parties hereto enumerated in this Agreement shall be cumulative and, except as specifically contemplated otherwise by this Agreement, none shall exclude any other right or remedy allowed at law or in equity, and said rights or remedies may be exercised and enforced concurrently. No waiver by any party of any covenant or condition of this Agreement, to be kept or performed by any other

party to this Agreement, shall constitute a waiver by the waiving party of any subsequent breach of such covenant or conditions, or authorize the breach or non-observance on any other occasion of the same or any other covenant or condition of this Agreement.

Section 12.04. Duplicate Originals. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall constitute a single instrument.

Section 12.05. Article and Section Captions. The Article and Section captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction or meaning and are in no way to be construed as a part of this Agreement.

Section 12.06. Severability. If any provision of this Agreement or the application of any provision to any person or entity or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of said provision to any other person or entity or circumstance, all of which other provisions shall remain in full force and effect.

Section 12.07. Amendments in Writing. No change, amendment, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon any party unless in writing and signed by all of the parties hereto.

Section 12.08. Agreement for Exclusive Benefit of Parties; Further Assurances. The provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other person or entity, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person or entity. The parties agree that each will execute such additional documents as may be reasonably required to effectuate the terms of this Agreement.

Section 12.09. No Partnership, Joint Venture or Principal-Agency Relationship. Neither anything contained in this Agreement nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person or entity, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any such association between the parties to this Agreement.

Section 12.10. Written Consent Required. Whenever a party is requested to consent to or approve of any matter with respect to which its consent or approval is required by this Agreement, such consent or approval, if given, and unless a shorter time period is specified herein, shall be given in writing and shall be given within thirty (30) days of request therefor. Failure to consent, reject, approve or disapprove in writing within such thirty (30) day period (or such shorter time period as may be specified herein) shall constitute consent and approval.

Section 12.11. Reasonableness of Consent or Approval. Whenever a party is entitled to exercise some right under this Agreement, only with the prior consent or approval of another party, such consent or approval shall not be unreasonably withheld, delayed or conditioned, unless otherwise stated herein.

Section 12.12. Covenants Run With the Land. It is intended that the covenants, easements, agreements, promises and duties of each party, as set forth in this Agreement, shall be construed as covenants and not as conditions and that, to the fullest extent legally possible, all such covenants shall run with and be enforceable against both the covenantor and the land or constitute equitable servitudes as between the parcel of the respective covenantor, as the servient tenement, and the parcel of the respective covenantee, as the dominant tenement.

Section 12.13. No Merger. All of the provisions of this Agreement are for the mutual benefit and protection of the present and all future owners of the Properties; and if there should at any time be common ownership of any of the Properties, or any estate therein, then it is the intention of the parties hereto that there be no merger into the respective fee simple estates of the rights and benefits and the obligations and burdens of this Agreement, but rather that such rights and benefits and such obligations and burdens shall be separately preserved for the benefit of all future owners of the fee simple estates in said Properties.

Section 12.14. No Dedication. Nothing in this Agreement shall be deemed to constitute a gift, grant or dedication of any portion of the Properties to the general public or for any public purpose, provided that the parties shall have the right to extend the benefit of any of the easements granted herein to any governmental unit, public body and/or utility company for the purpose of the construction, installation, operation, maintenance, repair, relocation, modification, extension or alteration of utility lines and related facilities, but such grant shall be subject to the terms and conditions hereof.

Section 12.15. Termination of Liability Upon Transfer. If the owner of a Property should transfer its fee simple interest in and ownership of such Property, then the liability of the transferor for the breach of any covenant or provision contained in this Agreement and the liability of the transferor for any obligation arising under this Agreement occurring after the date of such transfer, shall automatically be terminated; and the transferee, by the acceptance of the conveyance of such fee simple interest, shall automatically be deemed to have accepted, assumed and agreed to observe or perform such covenant or provision after the date of such transfer.

Section 12.16. Compliance With Laws. The parties, at their sole cost and expense, shall obtain any necessary licenses and permits and otherwise shall comply with any and all federal, state, local and other governmental statutes, laws, rules, orders, regulations and ordinances affecting or relating to their respective Properties, including, without limitation, any requirements or obligations set forth in any applicable zoning ordinance or limitation text.

Section 12.17. Restoration. If, as a result of the exercise of any easement rights created under this Agreement, a party shall damage or disturb the improvements of the other party

(ordinary wear and tear excepted) that are part of or are permanently located in the easement area, the party causing such damage or disturbance shall promptly repair or restore the Property of such other party to, as near as possible, the condition existing prior to such damage or disturbance.

IN WITNESS WHEREOF, the parties have caused the Cross-Easement Agreement to be executed under seal by their duly authorized representatives, to be effective as of the date first above written.

VISTAR PROPERTIES, LLC,
a Virginia limited liability company

By: _____

Its: _____

Kenneth D. Cumins, Trustee under the
Cumins Living Trust dated June 16, 2004,
and any amendments thereto

Linda R. Cumins, Trustee under the
Cumins Living Trust dated June 16, 2004,
and any amendments thereto

FRANKLIN ROAD PROPERTIES, LLC,
a Virginia limited liability company

By: _____

Its: _____

[NOTARY ACKNOWLEDGMENTS ON FOLLOWING PAGES]

STATE OF _____)
) to-wit:
CITY / COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, _____ of **Vistar Properties, LLC**, a Virginia limited liability company, on behalf of said company.

Notary Public

Commission Expires: _____
Registration Number: _____

STATE OF _____)
) to-wit:
CITY / COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Kenneth D. Cumins, Trustee under the Cumins Living Trust dated June 16, 2004**, this _____ day of _____, 2015.

Notary Public

Commission Expires: _____
Registration Number: _____

STATE OF _____)
) to-wit:
CITY / COUNTY OF _____)

The foregoing instrument was acknowledged before me by **Linda R. Cumins, Trustee**
under the Cumins Living Trust dated June 16, 2004, this ____ day of _____, 2015.

Notary Public

Commission Expires: _____
Registration Number: _____

STATE OF _____)
) to-wit:
CITY / COUNTY OF _____)

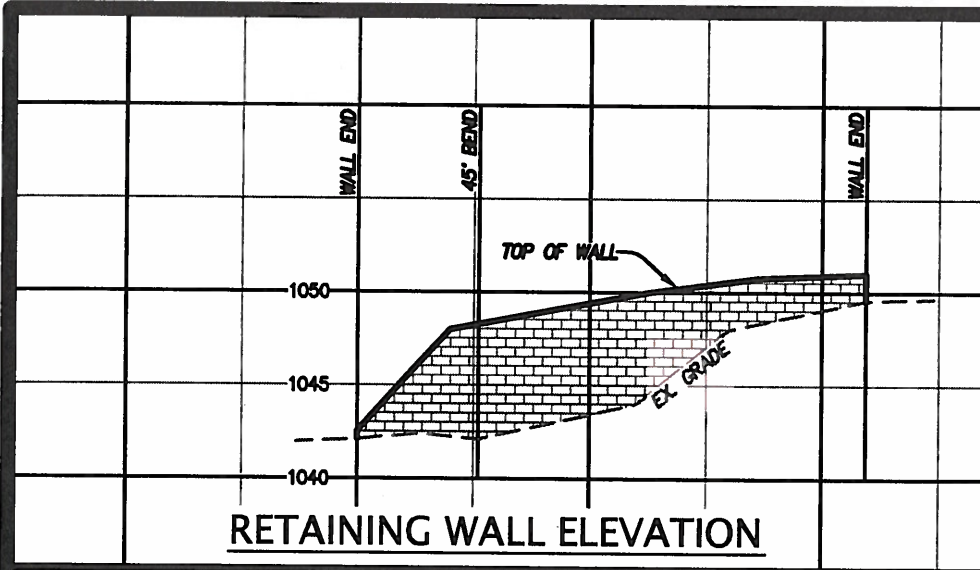
The foregoing instrument was acknowledged before me this ____ day of _____,
2015, by _____ of **Franklin Road**
Properties, LLC, a Virginia limited liability company, on behalf of said company.

Notary Public

Commission Expires: _____
Registration Number: _____

**PROFFER TO BE ADOPTED
ON
ROANOKE CITY TAX PARCEL NO. 1300121**

1. The property shall be developed in substantial conformity with the Development Plan prepared by Lumsden Associates, P.C. dated July 8, 2015 and revised September 17, 2015 and attached hereto as Exhibit A ("Development Plan") subject to those changes which may be required by the City of Roanoke during development plan review.



RETAINING WALL ELEVATION

INSET SCALE: 1" = 40' (HOR)
1" = 10' (VER)

ENHANCED BUFFER PLANTINGS

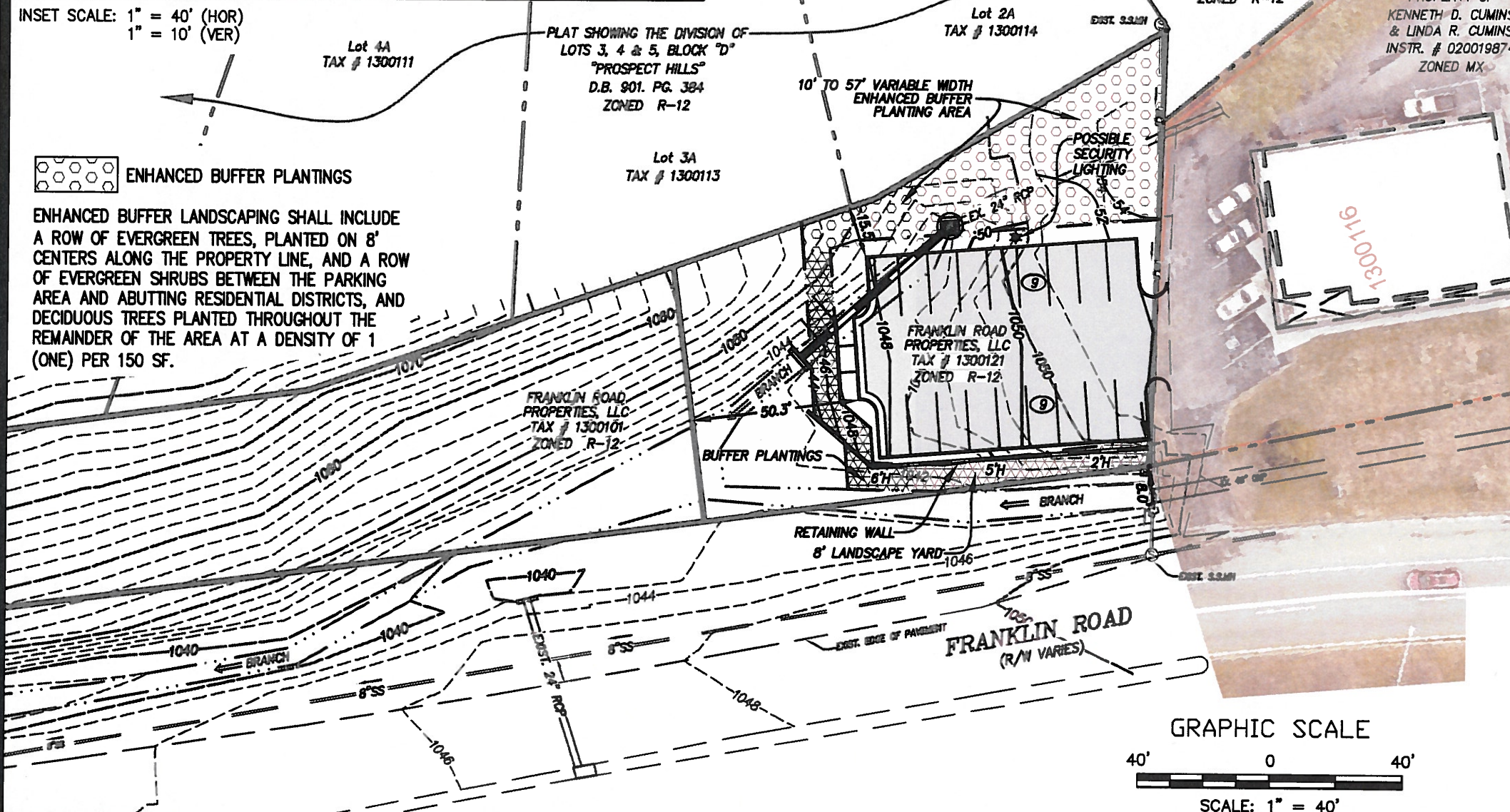
ENHANCED BUFFER LANDSCAPING SHALL INCLUDE A ROW OF EVERGREEN TREES, PLANTED ON 8' CENTERS ALONG THE PROPERTY LINE, AND A ROW OF EVERGREEN SHRUBS BETWEEN THE PARKING AREA AND ABUTTING RESIDENTIAL DISTRICTS, AND DECIDUOUS TREES PLANTED THROUGHOUT THE REMAINDER OF THE AREA AT A DENSITY OF 1 (ONE) PER 150 SF.

PROPOSED DEVELOPMENT SUMMARY

PROPOSED ZONING: MX DISTRICT
LOT AREA: 0.32 AC (14,130 SF)
MAX. IMPERVIOUS SURFACE AREA: 70%
PROPOSED USE: OFFSITE PARKING
LOT FRONTAGE: 135'
PROPOSED IMPERVIOUS SURFACE AREA: 37%

LANDSCAPE BUFFER PLANTINGS

LANDSCAPING SHALL CONFORM TO THE REQUIREMENTS OF SECTION 36.2-648 AND TABLE 648-1 OF THE CODE OF THE CITY OF ROANOKE. SPECIFICALLY, THERE SHALL BE AN 8-FOOT DEEP YARD WITH DECIDUOUS TREES AND EVERGREEN SHRUBS ALONG STREET FRONTAGE, AND DECIDUOUS TREES AND SHRUBS BETWEEN THE PARKING AREA AND ABUTTING RESIDENTIAL DISTRICTS.



GRAPHIC SCALE

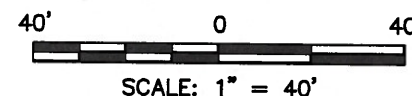


EXHIBIT "A" DEVELOPMENT PLAN

PROPERTY OF
FRANKLIN ROAD PROPERTIES, LLC
SITUATED ALONG FRANKLIN ROAD
CITY OF ROANOKE, VIRGINIA

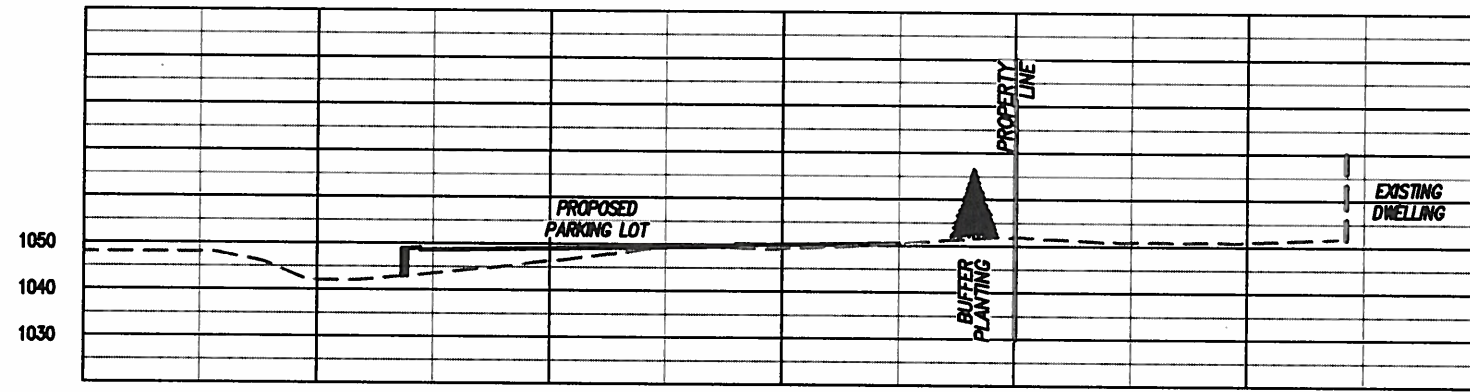


LUMSDEN ASSOCIATES, P.C.
ENGINEERS-SURVEYORS-PLANNERS
ROANOKE, VIRGINIA

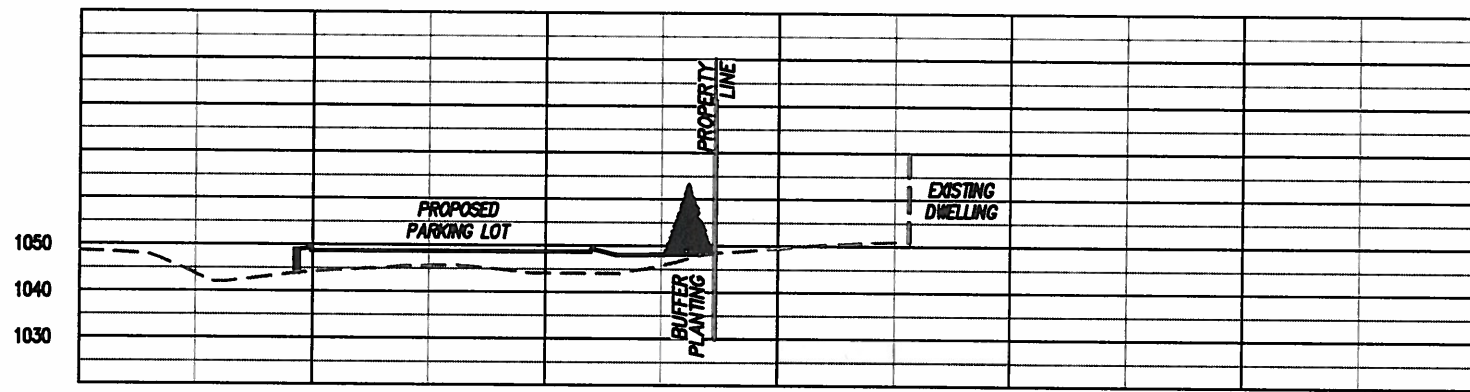
4664 BRAMBLETON AVENUE
P.O. BOX 20669
ROANOKE, VIRGINIA 24018

PHONE: (540) 774-4411
FAX: (540) 772-9445
E-MAIL: MAIL@LUMSDENPC.COM

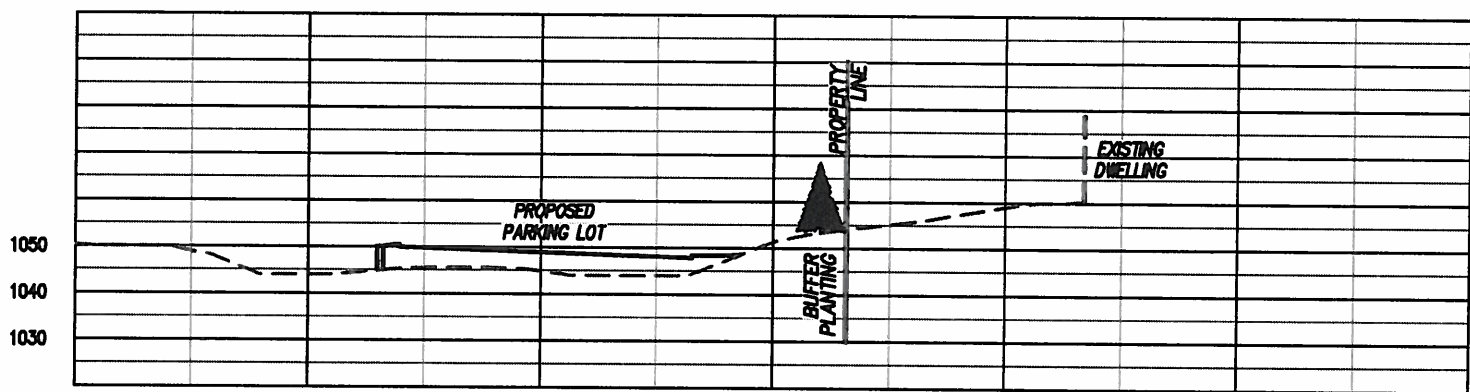
DATE:	REVISED: September 17, 2015	July 8, 2015
COMM. NO.:		11-242
SCALE:		1" = 40'



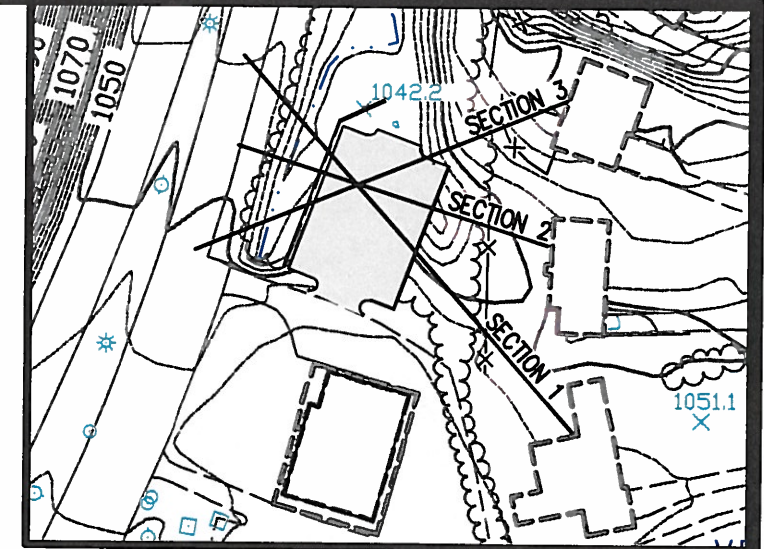
SECTION 1



SECTION 2



SECTION 3



SECTION LOCATION MAP

NOTE:
THE SECTIONS SHOWN ARE DERIVED USING CITY OF ROANOKE BASE
MAPPING.

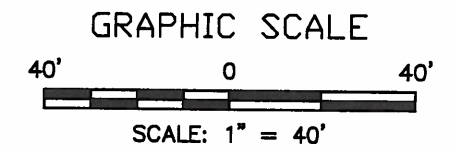


EXHIBIT "B"
PROPOSED SECTIONS
PROPERTY OF
FRANKLIN ROAD PROPERTIES, LLC
SITUATED ALONG FRANKLIN ROAD
CITY OF ROANOKE, VIRGINIA



LUMSDEN ASSOCIATES, P.C.
ENGINEERS-SURVEYORS-PLANNERS
ROANOKE, VIRGINIA

4664 BRAMBLETON AVENUE
P.O. BOX 20669
ROANOKE, VIRGINIA 24018

PHONE: (540) 774-4411
FAX: (540) 772-9445
E-MAIL: MAIL@LUMSDENPC.COM

DATE:	July 8, 2015
COMM. NO.:	11-242
SCALE:	1" = 40'